

EDWARDS ANGELL PALMER & DODGE LLP
David R. Marshall (DM-2924)
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Attorneys for Plaintiff
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BETH ISRAEL MEDICAL CENTER,

Plaintiff,

- against -

07 Civ. 6254 (MGC) (KNF)

1199/S.E.I.U. UNITED HEALTHCARE WORKERS
EAST, d/b/a LOCAL 1199/S.E.I.U. NATIONAL
HEALTH AND HUMAN SERVICE EMPLOYEES
UNION,

**DECLARATION OF CARMEN
SUARDY**

Defendant.

CARMEN SUARDY declares under penalty of perjury as follows:

1. I have been employed with Plaintiff Beth Israel Medical Center ("BIMC" or the "Hospital") since December 17, 1997, and currently hold the title of the Assistant Vice President of Labor and Employee Relations. I am responsible for, among other things, negotiating collective bargaining agreements between the Hospital and Local 1199/S.E.I.U. National Health and Human Service Employees Union (the "Union"), which govern the conditions of employment applicable to employees of the Hospital who are Union members. On behalf of the Hospital, I negotiated the 2002 collective bargaining agreement, including the portion of the agreement that authorized the creation of new flextime shifts at BIMC's Kings Highway Division ("Kings Highway").

2. Pursuant to memoranda of agreement entered into by BIMC's predecessor in 1988, 1989, and 1991 ("MOAs"), the Critical Care Unit ("CCU") and Intensive Care Unit ("ICU") at Kings Highway operate using a flextime shift structure. Under this flextime structure, nurses in the CCU and ICU at Kings Highway work three 12-hour shifts each week – either a day shift from 7:00 A.M. to 7:00 P.M. or a night shift from 7:00 P.M. to 7:00 A.M. – receive a half-hour paid lunch break, and receive extra pay for hours worked after 3:00 P.M. (the "MOA Model").

3. The Hospital and the Union reached an agreement dated February 21, 2002 (the "2002 Agreement"), which provides for, among other things, the creation of new flextime shifts in three different nursing units at Kings Highway that had not previously allowed them: 2 North, 3 East, and the Surgical Stepdown Unit ("SSU"). In structuring the working conditions for these new flextime shifts, the 2002 Agreement adopts the flextime model used in the Hospital's Petrie Division (the "Petrie Flextime Model"), with thirteen 11.5-hour shifts every four weeks and an unpaid lunch break. The Petrie Flextime Model also provides that only RNs whose shifts are scheduled to end after 7:00 P.M. are entitled to extra pay for night shift work.

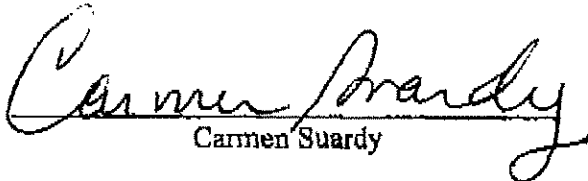
4. The 2002 Agreement did not change the terms and conditions for RNs who work flextime shifts in the CCU and ICU nursing units at Kings Highway. Flextime RNs in the CCU and ICU at Kings Highway who work the day shift from 7:00 A.M. to 7:00 P.M. continue to receive extra pay for the hours they work from 3:00 P.M. to 7:00 P.M.

5. The Hospital and the Union reached another agreement dated March 29, 2007 (the "2007 Agreement"), which provides for, among other things, the creation of flextime shifts in five new units at Kings Highway: 1 North, 3 North, 2 East, 2 West, and the Medical Surgical Step Down. In structuring the terms and conditions for flextime shifts in these five new units, the Union and the Hospital expressly adopted the Petrie Flextime Model, including payment of extra shift differential only for RNs whose shifts are scheduled to end past 7:00 P.M.

6. The 2007 Agreement did not affect the terms and conditions for RNs who work flextime shifts in the CCU, ICU, 2 North, 3 East, and SSU nursing units at Kings Highway. Consequently, the flextime nurses in the CCU and ICU continue to follow the MOA Model regarding hours of work and pay; the flextime nurses in the five new units authorized by the 2007 Agreement follow the Petrie Flextime Model; and the flextime nurses in the three units covered by the 2002 Agreement at issue in this case follow the Petrie Flextime Model pending the outcome of this action.

I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: October 3, 2007
New York, New York


Carmen Suardy

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UNION,

AFFIDAVIT OF SERVICE

Defendant.

Jason R. Bogni, being duly sworn, deposes and says that he is over the age of eighteen; is not a party to this action; and that on the 3rd day of October 2007, he served a true copy of the foregoing DECLARATION OF CARMEN SUARDY upon:

**BARRY J. PEEK
MEYER, SUOZZI, ENGLISH & KLEIN, P.C.
1350 BROADWAY, SUITE 501
NEW YORK, NEW YORK 10018**

By electronically filing said document with the Electronic Court Filing system for the United States District Court, Southern District of New York, and by depositing a true copy of said document enclosed in a sealed wrapper, properly addressed to the above-named party, and causing it to be hand delivered to the above address.


Jason R. Bogni

Sworn to before me this
3rd day of October 2007


Notary Public

ANDRE K. CIZMARIK
NOTARY PUBLIC, State of New York
No. 01CI4970361
Qualified in Nassau County
Commission Expires 08/13/2010